

March 31, 2011

GLORIA L. FRANKLIN, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

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Signed and Filed: March 30, 2011

DENNIS MONTALI
U.S. Bankruptcy Judge

Attorneys for HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS
FARGO ASSET SECURITIES CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES SERIES 2006-AR13

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

In re

JULIO P. JULAO JR AND ELISA P JULAO,

Case No. 09-31756-DM

Chapter 13

ORDER GRANTING ADEQUATE
PROTECTION

DATE: March 17, 2011
TIME: 9:30 AM
CTRM: 22

Northern District of California - San
Francisco Division Court
235 Pine Street, 19th Floor
San Francisco, CA 94104

Debtors.

The above-captioned matter came on for hearing on March 17, 2011, at 9:30 AM, in
courtroom 22 of the San Francisco Bankruptcy Court, upon the Motion of HSBC Bank USA,
National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-
Through Certificates Series 2006-AR13 ("Movant"), for relief from the automatic stay of 11
U.S.C. § 362, to enforce its interest in the property of Julio P. Julao Jr and Elisa P Julao
("Debtors") commonly known as 3906 Savannah Court, South San Francisco, California 94080
(the "Real Property"), which is legally described as follows:

1 SEE LEGAL DESCRIPTION IN DEED OF TRUST
2 ATTACHED AS EXHIBIT B TO MOTION FOR
RELIEF FROM STAY, DOCKET ENTRY NUMBER 75.

3 Appearances as noted on the record.

4 Based on the arguments of counsel, and good cause appearing therefore,

5 IT IS HEREBY ORDERED:

6 1. Debtors shall tender regular monthly payments in the amount of 31% of the
7 Debtors' Schedule I income, which is \$2,425.13 to Movant, commencing April 1, 2011 and the
8 first of each month thereafter until a review of loan modification is complete. Payments are to be
9 remitted to:

10 Wells Fargo Home Mortgage, Inc.
11 1 Home Campus
MAC# x2302-04c
12 Des Moines, IA 50328

13 2. In the event the Debtors fails to make a monthly payment as described in
14 paragraph one (1), Movant shall provide written notice to Debtors Julio P. Julao Jr and Elisa P
15 Julao, at 3906 Savannah Court, South San Francisco, California 94080, and to Debtors' attorney
16 of record, Leon Jon Bonney, at Bonney and Assoc., 825 Van Ness Ave #304, San Francisco, CA
17 94109-7837, indicating the nature of the default. If Debtors fail to cure the default with certified
18 funds after the passage of ten (10) calendar days from the date said written notice is placed in the
19 mail, then Movant may file an Ex Parte Declaration of Non-Cure and an Order Terminating the
20 Automatic Stay with the court. Upon entry of said Order Terminating the Automatic Stay, the
21 automatic stay shall be immediately terminated as to Movant, and Movant may proceed to
22 foreclose its security interest in the Real Property under the terms of the Note and Deed of Trust
23 and pursuant to applicable state law and thereafter commence any action necessary to obtain
24 complete possession of the Real Property without further order or proceeding of this Court.

25 3. Movant may offer and provide Debtors with information re: a potential
26 Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss
27 Mitigation Agreement, and may enter into such agreement with Debtor. However, Movant may
28 not enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal
liability is discharged in this bankruptcy case.

1 4. In the event that the parties agree to a Loan Modification, Refinance Agreement,
2 or other Loan Workout/Loss Mitigation Agreement, the parties will be governed by the terms of
3 the agreement and the terms and conditions of this order shall cease to be binding.

4 5. In the event the Debtors' loan modification application is denied by Movant, the
5 parties may either agree to an Adequate Protection Order, or restore the Motion for Relief from
6 Automatic Stay to the Court's calendar on fifteen (15) days' written notice.

7 6. Post-petition attorneys' fees and costs for the within motion may be added to the
8 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law.

9 APPROVED AS TO FORM:

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11 DATED: March 29, 2011

/s/Leon Jon Bonney
ATTORNEYS FOR DEBTORS
LEON JON BONNEY

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13 ** END OF ORDER **
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